

ORDER FORM - TRUSTPORTAL SERVICES

BETWEEN

- (1) **TrustPortal Solutions Ltd** incorporated and registered in **England** with company number 10559389 whose registered office is at 32 Paradise Road, Richmond, Surrey TW9 1SE (the “**Supplier**”); and
- (2) _____ (“**Customer**”).

Supplier has agreed to provide Services to the Customer on the terms and subject to the conditions set out in this Agreement, which incorporates the **TrustPortal Solution General Terms and Conditions for SaaS Services (GTC)** (April 2025 or later), and the **TrustPortal SaaS Service Description** (April 2025 or later).

Current versions of these additional documents can be found here:

<https://www.trustportal.org/agreements>

TERM	_____ months from the Effective Date (Initial Term). The Initial Term shall be extended by further 12-month periods (each a Renewal Term) unless Customer notifies Supplier that it doesn’t intend to review at least 30 days prior to the end of the Initial Term (or any Renewal Term, as the case may be).
EFFECTIVE DATE	
AGREED START DATE	
FEES	See Schedule 2
PAYMENT TERMS	7 days
CUSTOMER AFFILIATES	Per clause 2.4 GTC.
CUSTOMER POLICIES	Per clause 3.3 GTC.
CUSTOMER ADDRESS FOR NOTICES	Per clause 25 GTC.
SERVICE DESCRIPTION/ENVIRONMENTS	As set out in the TrustPortal SaaS Service Description
SERVICE LEVEL AGREEMENT	See Schedule 1

Signed by _____

for and on behalf of **SUPPLIER**

.....

Director

.....

Dated

Signed by _____

for and on behalf of **CUSTOMER**

.....

Director

.....

Dated

Schedule 1

SERVICES

Services are broken down into a number of components:

- SaaS / On-Premise Scope
- SaaS / On-Premise Setup
- SaaS / On-Premise Provision
- Licences
- Other Costs (e.g. training, consulting)

SaaS / On-Premise Scope

The scope of this Order is provision of:

- 1 x Prod TrustPortal SaaS up to [X] concurrent users/connections
- 1 x Test SaaS
- 1 x Dev SaaS

SaaS / On-Premise Setup

The SaaS costs include setup activities to connect TrustPortal SaaS with Customer on-premise or cloud-based RPA environment

Scope Includes:

- Design. Architecture and Security Reviews/Sign-Off
- Server setup and TrustPortal Install for Prod
- Server setup and TrustPortal Install for Test & Dev
- Test connectivity of TrustPortal Prod env to appropriate RPA environment
- Test connectivity of TrustPortal Dev and Test env to appropriate RPA environment(s)
- Setup of standard operations (e.g. backup, resilience, monitoring etc)

Details of changes to SaaS are in Schedule 6

Implementation Plan

Further Milestones and Deliverables:

Phase	Start Date	End Date
SaaS / On-Premise Design & Setup		
SaaS / On-Premise Acceptance Test (No later than Agreed Start Date plus 30 days)		
Training/upskilling of developers		
Migration to SaaS / On-Premise		

Further Assumptions

Includes

- SaaS Service provision as described in “TrustPortal SaaS Service Description” as modified by Schedule 6

Training Costs

- [Optional] Standard 5-day “Front Office” training package up to 10 people, using Customer Dev/Test Environment

Schedule 2

CHARGES

All Fees are in GBP.

SaaS Setup Costs

One-off costs:

Component	Cost (excl. expenses)
Architecture design & review	included below, unless change to SaaS scope
Setup Dev/Test	included below, unless change to SaaS scope
Setup Prod	included below, unless change to SaaS scope

SaaS Services

Provision of Dev, Test and Prod SaaS as described in Schedule 1

Component	SaaS Charge (excl. expenses)
Yearly costs (payable annually in advance)	£

Training Costs

- Standard 5-day training package up to 10 people, using Customer Dev or Test Environment

One-off cost:

Component	Cost (excl. expenses)
5-Day Training Package	£

Ad-hoc Consulting

Customer can request additional consulting support e.g. for process review, best practice advise etc, and will be provided on a best-endeavours basis

Component	Cost (excl. expenses)
Daily Rate - Consultant	£1250/day
Daily Rate – Principal	£1000/day

Totals (excl. VAT and expenses)

Component	Year 1 Costs	Year 2	Year 3
Environment Setup			
SaaS Provision			
Licences	Included in SaaS	Included in SaaS	Included in SaaS
Training			

Non-Standard Changes			
Totals			

Schedule 3
DATA PROCESSING ACTIVITIES

Categories of data

Please specify the Personal Data that will be processed by the Supplier

All personal data is encrypted and block-signed, with Supplier not having access to the encryption keys.

Supplier cannot see or modify Personal Data in the SaaS Service, so is not a processor of the Customer's customer personal data within the SaaS Service.

Supplier will process business contact information of Customer employees in order to provide the SaaS Service.

Categories of Data Subjects

Please specify the categories of data subjects whose Personal Data will be processed by the Supplier

As above.

Customer employees who receive support and information from TrustPortal during the Term.

Processing Operations

Please specify all processing activities to be conducted by the Supplier

As above.

Location of Processing Operations

Please specify all locations where the personal data will be processed by the Supplier

All personal data which TrustPortal collects is stored in the United Kingdom.

Identity of sub-contractors

Please provide details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and processing operations

Amazon Web Services (based in Frankfurt).

Purposes

Please specify all purposes for which the Personal Data will be processed by the Supplier

Supplier processes Customer personal data in order to provide the SaaS Service and to fulfil its contractual obligations to the Customer.

Duration

Please specify the length of time for which data processing activities will be carried out by the Supplier

Throughout the Term.

Retention Period

Throughout the Term. Business contact details included in Customer contracts will be retained for the length of the Term plus seven years.

Please specify the length of time for which the Personal Data is required to be retained

Schedule 4
IMPLEMENTATION ACCEPTANCE TEST

Implementation Result

The implementation result shall include:

Phase	Result	Comments
SaaS Design & Setup	High level Design for connection between Customer and SaaS	Further details of the implementation result may be agreed after further detailed design in the SaaS Setup phase of the implementation plan
	Setup of TrustPortal Components in Customer env as per HL Design (e.g. TrustPortal Agent) and integration to Customer infrastructure, networks and services (e.g. AD/SSO Integration, TPUM etc)	
	SaaS Acceptance Test Criteria Agreed	
SaaS Acceptance Test	SaaS Acceptance Test Report with no outstanding P1 errors	

Implementation Acceptance Test

Standard acceptance test to include:

- Setup of TrustPortal Agent and connection to Customer RPA environment
- Testing TrustPortal Example Processes end-to-end
- Creating users and tiles via TPUM
- Creating users and logging on via AD/SSO
- DR and Resilience testing

**SCHEDULE 4.1
SAAS RESTRICTIONS AND FAIR USAGE**

1. SOFTWARE MODULES USED ON SAAS

1.1 The following TrustPortal software will be supported on the SaaS.

Initial versions may be upgraded as part of the SaaS service, but will not be downgraded below the initial version:

Module	Licensed / Included	Initial Version	Comment
TrustPortal	Licensed	V2.6	Must be licensed as described in Schedule 1, and subject to fair usage limits (see below)
API MiniBot	Included	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)
Tasks MiniBot	Included	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)
GenAI Studio	Included	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)

2. SOFTWARE RESTRICTIONS

2.1 No additional Software restrictions

3. FAIR USAGE

3.1 The following fair usage restrictions apply to the provision of the SaaS, over and above license limitations

Module	Fair Usage	Comment
TrustPortal	Storage in the SaaS shall not exceed an average of 50Mb per TrustPortal user	
API MiniBot	The number of API Minibots shall not exceed 25% of number of RPA Robot licenses, or 25% of service resources whichever is the lower	

Tasks MiniBot	The number of Tasks Minibots shall not exceed 25% of the number of RPA Robot licenses, or 25% of service resources whichever is the lower	
GenAI Studio	Number of registered templates shall not exceed 10 x number of RPA Robot licenses	Customer must provide appropriate API to approved LLM

**SCHEDULE 4.2
MANDATORY POLICIES**

1. CUSTOMER RESPONSIBILITY – NETWORK/RELEVANT SYSTEMS

These are the specifications for the networks and relevant systems to enable the TrustPortal Service:

Desktop:

Software is accessed through a web browser or mobile device so Customer must ensure they adhere to the following supported browsers (not limited to):

Microsoft Edge V15+

Chrome V49+

Firefox: V52+

Mobile:

mobile comms: 4G or better

iOS 10+

Android: KitKat V4.4 and above

LAN/WAN:

6.1Mb/sec up and down speed

Latency: 1 sec maximum

The software does not place high demands on bandwidth but adequate connectivity to access the software is required.

2. PASSWORD POLICY

2.1 Policy will not allow or suffer any User to be used by more than one individual user unless it has been reassigned in its entirety to another individual user, in which case the prior user shall no longer have any right to access or use the Services and/or Documentation.

2.2 Each End User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than that defined in the Mandatory Policies and each End User shall keep his password confidential.

**SCHEDULE 5
GOVERNANCE AND REPORTING**

Example roles and responsibilities

Role	Contact name	Company	eMail	Meeting Freq (M=Monthly/Q=Quarterly)	Work Phone / Mobile
Customer Business Owner					
Service Manager					
Procurement / Vendor Manager					
Customer Intelligent Automation Team (First Line Support)					
Customer IT Support Team (Second Line Support)					
Distribution list to be used by TrustPortal when notifying Customer teams of service issues / changes					
Customer nominated					

contacts to call TrustPortal					
Commercial					
Executive Escalation	Tim Butchart (CEO)	TrustPortal	tim@trustportal.org	N/A	07976265252
Customer Onboarding	<Insert here>	TrustPortal	<Insert here>	As per project plan	<Insert here>
Support Helpdesk		TrustPortal	Issues logged via Zendesk	M	N/A unless have 24x7 support
Support Escalation	David Linten (CTO)	TrustPortal	David@trustportal.org	M	<Insert here>

Example Meetings:

➤ Monthly Service Review

1. Introductions and Personnel Changes
2. Review of Previous Minutes
3. SLA Delivery Performance
4. Issues/Incidents
5. Invoices
6. Change
7. AOB

➤ Quarterly Governance Review

1. Introductions (New Attendees and Personnel)
2. Company announcements
3. SLA Delivery Performance (review and forecast capacity)
4. Incident management (Supplier issues/3rd party issues)
5. Financials (current PO/Invoices)
6. Operational Governance
 1. Contract
 2. BCP
 3. Security/certification
 4. Compliance
 5. DPA breaches

6. Risk management
7. Service Improvements (delivered/proposals)
8. Planned updates/ changes (next 3 months on both sides)
9. Projects and change requests (new projects and CR)
10. AOB and next meeting

▶ **Annual DR Review**

1. Introductions and Personnel Changes
2. Review of Previous Minutes
3. DR and BC planning
4. DR test review
5. DR change requests
6. AOB

SCHEDULE 6

Bespoke terms agreed between Customer/Reseller and Supplier

INSTRUCTIONS: Select either SaaS or On-Premise, changing with any bespoke requirements, then any further additional terms on the “Additional Terms” table

SaaS Provision – Update with any changes from SaaS Service Description

The summary of the scope of the SaaS provisioned under this Agreement is described below, and further described in the SaaS service description as described in the “TrustPortal SaaS Service Description”.

Any changes to the standard SaaS service description, are described below

	In Scope?	Bespoke Requirements Possible?	Comments
Single Tenant	Single tenant by default		
Primary Data Centre / Availability Zones	TBC		
DR Data Centre / Availability Zones	TBC		
Hours of Operation	8am – 8pm, Mon-Friday for defined location and with agreed maintenance windows and SLA	Up to 24 x 7 with agreed maintenance windows and SLA is available at extra cost	
SLA	99.8% availability during scheduled hours of operation	Increased availability at additional cost	
P1 Response	Initial Response 1hr Updates every 1hr		
P2 Response	Initial Response 4 hrs Updates every 12 hr		
P3 response	Initial Response 8 hr Updates every 24hr		
P4 response	Initial Response 48hr Updates every 2 days or as agreed in issue		
Maintenance Window	8 hours/month total, @ Sunday nights 8pm UK time		
DR Recovery Time Objective (RTO)	4 hours from customer confirmation to invoke DR		
Upgrades	Max 1 per year with times to be agreed. Upgrades may be needed to keep current with TrustPortal Software End-of-Life (2 years)		
Channel Connections	Standard connections permitted to customer browsers and RPA digital workers	Additional connections to other channels can be agreed (e.g. IVR, websites, chatbots),	

		but may require additional costs	
VPN Setup	No VPN's will be used in creating connection from customer to SaaS	Specific secure VPNs with defined IP ranges can be agreed, subject to additional costs	
DR Testing	Annually, and on each upgrade		
Backup	Full backup at VM level (7 days retained) Full point-in-time recovery up to 30m at database level		
Backup/Recovery Testing	On initial installation, then annually		
Data Encryption in transit	AES256 PPK with individual user keys, over HTTPS		
Data Encryption at rest	AES256 PPK with individual user keys. Encrypted VM images and disks		
Customer AD/SSO Integration	Standard, including TrustPortal User Management (TPUM) integration		
Data Auditing/Export	Not possible – TrustPortal doesn't have keys to encrypted data		
Availability Reporting	Standard AWS Reporting		
Performance Reporting	Standard TrustPortal Reporting	APM-based E2E reporting (including client RPA and users) is available subject to additional costs	
Firewall Setup to support Protocols	HTTPS (Port 443)		
Periodic Penetration Testing	Support for annual customer-initiated pen testing only		
Internal Audits incl. access, risk, regs and controls	Performed annually		
External Audits	Not supported as standard		
Regulatory Reviews	Annually		
Hosting Provider Switching	Not in standard scope	Subject to agreement/additional cost	
Specific network routing	Not in standard scope	Subject to agreement/additional cost	
Infrastructure Documentation	Provided on installation		
Exportable VM images	Not in standard scope		
Other Customer Specific requirements		To be defined here	
Infosec Contacts	See Schedule 5 for key roles that should be defined		
Escalation Contacts	See Schedule 5 for key roles that should be defined		

Issue Reporting	Via TP Portal at https://trustportalhelp.zendesk.com		
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On-Premise Provision – where client or reseller will install TrustPortal software either in specific data centres, private cloud etc.

Note any installation or setup implementation / support required from TrustPortal Consulting should be described in Schedule 1

	In Scope for On-Premise	Bespoke Requirements Possible?	Comments
P1 Response (TP Software only)	Initial Response 1hr Updates every 1hr		
P2 Response (TP Software only)	Initial Response 4 hrs Updates every 12 hr		
P3 response (TP Software only)	Initial Response 8 hr Updates every 24hr		
P4 response (TP Software only)	Initial Response 48hr Updates every 2 days or as agreed in issue		
Upgrades	Performed by client or reseller Max 1 per year with times to be agreed. Upgrades may be needed to keep current with TrustPortal Software End-of-Life (2 years)		
Data Encryption in transit	AES256 PPK with individual user keys, over HTTPS		
Data Encryption at rest	AES256 PPK with individual user keys. Encrypted VM images and disks		
Customer AD/SSO Integration	Standard, including TrustPortal User Management (TPUM) integration		
Data Auditing/Export	Not possible – TrustPortal doesn't have keys to encrypted data		
Escalation Contacts	See Schedule 5 for key roles that should be defined		
Issue Reporting (TP Software only)	Via TP Portal at https://trustportalhelp.zendesk.com		

Additional Changes / Terms

Topic	
Users and performance	
Support extended hours	

Upgrades	
Training	
MiniBots Changes	
Auditing	
DR testing/Backup and recovery testing	